

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DONALD LORD,

Plaintiff,

20-CV-3890 (LTS)(SDA)

DEFENDANT SERA SECURITY,
LLC's ANSWER TO PLAINTIFF'S
AMENDED COMPLAINT

- against -

PROJECT RENEWAL, et. al.,

Defendants.

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Defendant Sera Security Services, LLC ("Sera"), by and through its attorneys, Nicoletti Spinner Ryan Gulino Pinter, LLP, respectfully submits its Answer and Defenses to the Amended Complaint of Donald A. Lord, stating as follows:

AS AND FOR AN ANSWER TO BASIS FOR JURISDICTION

1. Sera denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Section I, "Basis For Jurisdiction", of plaintiff's Amended Complaint.

AS AND FOR AN ANSWER TO PARTIES

2. Sera denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Section II, "Parties", of plaintiff's Amended Complaint, except to admit that Sera maintains its offices at 2804 3rd Avenue, Bronx, New York 10455 and maintains a telephone number of (718) 828-1600.

AS AND FOR AN ANSWER TO STATEMENT OF CLAIM

3. Sera respectfully refers to the section below titled "As and for an Answer to Facts Submitted in Attachment to Amended Complaint" for its answers to the allegations set forth in Section III, "Statement of Claim", under the subsection "Facts", of the Amended Complaint.

4. Sera denies each and every allegation set forth in Section III, “Statement of Claim”, under the subsection, “Injuries”, of the Amended Complaint.

AS AND FOR AN ANSWER TO RELIEF

5. Sera denies each and every allegation set forth in Section IV, “Relief”, of the Amended Complaint.

AS AND FOR AN ANSWER TO PLAINTIFF’S CERTIFICATIONS AND WARNINGS

6. Sera denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Section V, “Plaintiff’s Certification and Warnings”, of the Amended Complaint.

**AS AND FOR AN ANSWER TO FACTS SUBMITTED
IN ATTACHMENT TO AMENDED COMPLAINT**

7. Sera denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs “1”, “2”, “3”, “4”, “5”, “6”, “7”, “8”, “9”, “10”, “11”, “12”, “13”, “15”, “16”, “17” and “18 of the “Facts” section of the Amended Complaint.

8. Sera denies each and every allegation set forth in paragraph “14” of the “Facts” Section of the Amended Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

9. If the plaintiff has been damaged or injured as alleged in the amended complaint herein, and such damage and injury was not sustained solely as a result of the plaintiff’s own negligence, carelessness, culpable conduct, or want of care, then same was brought about by reason of the negligence, carelessness, culpable conduct, want of care, and intentional acts of

third-parties over whom this defendant had no control and for whose negligence, carelessness, want of care, and intentional criminal acts this defendant is not responsible.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

10. If plaintiff has been injured and damaged as alleged in the amended complaint, such injury and damage were caused or contributed to by reason of plaintiff's own conduct, negligence, carelessness or want of care, and if it be determined that plaintiff is entitled to a recovery herein as against this answering defendant, such recovery should be apportioned between plaintiff and this answering defendant according to their relative responsibility therefore.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

11. Plaintiff's Amended Complaint fails to state a cause of action upon which a claim for relief can be granted.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

12. Plaintiff failed to mitigate his damages pursuant to law, statute and agreement and therefore, has sustained no damages.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

13. Plaintiff's injuries, if any, were caused, contributed to, brought about and/or aggravated
by superseding and/or intervening causes.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

14. At all relevant times, Sera acted reasonably and did not violate, interfere with, refuse or deny any rights which may be secured to Plaintiff under any applicable laws, rules, regulations, codes, guidelines or any principles under the common law.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

15. Plaintiff's claims are barred in whole or in part, because plaintiff did not suffer any damages attributable to any wrongful conduct by Sera and/or any damages or injuries were caused by plaintiff's own conduct or the conduct of third parties.

AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE

16. Plaintiff's claims are barred, in whole or in party, by equitable principles, including but not limited to estoppel, laches and/or set off.

AS AND FOR A FIRST CROSS-CLAIM AGAINST CO-DEFENDANTS, PROJECT RENEWAL, CORE SERVICES GROUP, NYC DEPT. OF HOMELESS SERVICES, NYC HUMAN RESOURCES ADMINISTRATION, SABRINA SOTO (CASE MANAGER OF CORE SERVICES GROUP), DIANNE FLOURIVAL (CASE MANAGER OF CORE SERVICES GROUP), MS. DESINE (CASE MANAGER OF CORE SERVICES GROUP), MS. JACKSON (CASE MANAGER OF CORE SERVICES GROUP), MS. FONIER (CASE MANAGER OF CORE SERVICES GROUP), PEDRO CRESPO (PROGRAM COORDINATOR OF CITY AND NYC HUMAN RESOURCES ADMINISTRATION), JANE DOE POLICE OFFICER #1, JANE DOE POLICE OFFICER #2, JANE DOE DOCTOR #1 AT PROJECT RENEWAL FORT WASHINGTON MEN'S SHELTER and ROBERT TABLIZY, ANSWERING
DEFENDANT, SERA SECURITY SERVICES, LLC ALLEGES:

17. If the plaintiff sustained the injuries and damage as alleged in the Amended Complaint,
and said injuries and damages were not sustained as a result of the plaintiff's own negligence, carelessness, or want of care, then same were caused as a result of the acts and conduct, negligence, carelessness or want of care, on the part of the above-named co-defendants without any negligence, carelessness or want of care on the part of this defendant in any way contributing thereto.

18. If plaintiff recovers a judgment against this answering defendant, by reason of the

premises alleged in plaintiff's Amended Complaint, this defendant will be damaged thereby and will be entitled to be indemnified therefore, in whole or in part, by the above-named co-defendants and to have judgment over and against said co-defendant for any judgment that may be recovered by plaintiff against this defendant, or for that portion thereof that is shown to be the responsibility of the aforesaid co-defendant, together with this defendant's expenses of investigation and attorneys' fees.

AS AND FOR A SECOND CROSS-CLAIM AGAINST CO-DEFENDANTS, PROJECT RENEWAL, CORE SERVICES GROUP, NYC DEPT. OF HOMELESS SERVICES, NYC HUMAN RESOURCES ADMINISTRATION, SABRINA SOTO (CASE MANAGER OF CORE SERVICES GROUP), DIANNE FLOURIVAL (CASE MANAGER OF CORE SERVICES GROUP), MS. DESINE (CASE MANAGER OF CORE SERVICES GROUP), MS. JACKSON (CASE MANAGER OF CORE SERVICES GROUP), MS. FONIER (CASE MANAGER OF CORE SERVICES GROUP), PEDRO CRESPO (PROGRAM COORDINATOR OF CITY AND NYC HUMAN RESOURCES ADMINISTRATION), JANE DOE POLICE OFFICER #1, JANE DOE POLICE OFFICER #2, JANE DOE DOCTOR #1 AT PROJECT RENEWAL FORT WASHINGTON MEN'S SHELTER and ROBERT TABLIZY, ANSWERING DEFENDANT, SERA SECURITY SERVICES, LLC
ALLEGES:

19. That if the plaintiff sustained the injuries and damages in the manner and at the time and place set forth in the Amended Complaint, and if it is found that the answering defendant is liable to the plaintiff herein, then said damages were sustained in whole or in part by reason of the negligence and/or breach of warranty and/or contract by the aforesaid co-defendant and the answering defendant is entitled to contribution, apportionment and indemnification from and against said co-defendant for all or part of any verdict or judgment that plaintiff may recover against this answering defendant.

WHEREFORE, defendant, Sera Security Services, LLC, demands judgment dismissing plaintiff's Amended Complaint with costs and disbursement and in the event that plaintiff recovers against this answering defendant, that the rights of all defendants as among

themselves be determined in this action and that this answering defendant have judgment over and against co-defendant for any judgment that may be rendered in favor of the plaintiff against this answering defendant, together with this answering defendant's costs of investigation and attorneys' fees for the defense of this action.

Dated: New York, New York
April 7, 2021

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'JP' with a stylized flourish extending to the right.

Jamie T. Packer, Esq. (JP2960)
Nicoletti Spinner Ryan Gulino Pinter, LLP
Attorneys for Defendant
SERA SECURITY SERVICES, LLC
555 Fifth Avenue, 8th Floor
New York, New York 10017

20-CV-3890 (LTS)(SDA)

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SOUTHERN DISTRICT OF NEW YORK

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DONALD LORD,

Plaintiff,

-against-

CITY OF NEW YORK, et. al.,

Defendants.

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**DEFENDANT SERA SECURITY, LLC's ANSWER
TO PLAINTIFF'S AMENDED COMPLAINT**

NICOLETTI SPINNER RYAN GULINO PINTER LLP

Attorneys for Defendant
SERA SECURITY SERVICES, LLC
555 Fifth Avenue – 8th Floor
New York, New York 10017
(212) 730-7750
Our File: 10197.00035

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: April 7, 2021

Signature 

Print Signature's Name JAMIE T. PACKER, ESQ.